

STATEWIDE COMPETITIVE CONTRACT  
AWARD

STATE OF LOUISIANA  
DIVISION OF ADMINISTRATION  
OFFICE OF STATE PURCHASING



NUMBER : 405918  
BUYER : ANN CAMPBELL  
BUYER PHONE : (225)342-8043  
T-NUMBER : 92125  
DATE ISSUED : 07/19/06  
VENDOR NUMBER : 470533063 00  
VENDOR PHONE : (800)225-6964-0000  
REQ AGENCY : 107001

OFFICE OF STATE PURCHASING

AGENCY REQ NO. :  
ISIS REQ NO. : 1266424  
FISCAL YEAR : 07  
EFFECTIVE DATE : 09/16/06  
EXPIRATION DATE : 09/15/07

COCKLE PRINTING COMPANY  
2311 DOUGLAS  
OMAHA, NE 68102

PRINTING OF LEGAL BRIEFS

1. THIS IS NOT AN ORDER TO SHIP OR BEGIN SERVICE). A CONTRACT RELEASE OR PURCHASE ORDER MUST BE ISSUED BEFORE YOU ARE AUTHORIZED TO SHIP (OR BEGIN SERVICE).
2. THIS IS NOTICE THAT THE CONTRACT REFERENCED ABOVE HAS BEEN AWARDED TO YOU BASED ON THE BID (OR PROPOSAL) SUBMITTED. ALL TERMS, CONDITIONS, AND SPECIFICATIONS OF THE SOLICITATION WILL APPLY TO ALL ORDERS.
3. ANY AGENCY AUTHORIZED TO PURCHASE FROM THIS CONTRACT MUST ISSUE AN ORDER AND REFERENCE THE CONTRACT NUMBER, LINE NUMBER AND COMMODITY ITEM NUMBER FOR EACH ITEM.
4. CHANGES IN ITEMS TO BE FURNISHED ARE NOT PERMITTED (UNLESS APPROVED BY THE OFFICE OF STATE PURCHASING PRIOR TO DELIVERY). PRIOR APPROVAL MUST ALSO BE OBTAINED BEFORE DISTRIBUTORS CAN BE ADDED OR DELETED.
5. IF A DISTRIBUTOR LIST WAS SUBMITTED, CONTRACTOR MUST SEND COPIES OF THIS AWARD TO EACH DISTRIBUTOR.
6. QUANTITIES LISTED ARE ESTIMATED AND NO QUANTITIES ARE GUARANTEED (UNLESS "COMMITTED VOLUME" IS SPECIFICALLY STATED). CONTRACTOR MUST SUPPLY ACTUAL REQUIREMENTS ORDERED AT THE CONTRACT PRICE AWARDED.
7. COMPLIANCE WITH CIVIL RIGHTS LAWS.

THE CONTRACTOR AGREES TO ABIDE BY THE REQUIREMENTS OF THE FOLLOWING AS APPLICABLE: TITLE VI AND TITLE VII OF THE CIVIL RIGHTS ACT OF 1964, AS AMENDED BY THE EQUAL OPPORTUNITY ACT OF 1972, FEDERAL EXECUTIVE ORDER 11246, THE FEDERAL REHABILITATION ACT OF 1973, AS AMENDED, THE VIETNAM ERA VETERAN'S READJUSTMENT ASSISTANCE ACT OF 1974, TITLE IX OF THE EDUCATION AMENDMENTS OF 1972, THE AGE ACT OF 1975, AND CONTRACTOR AGREES TO ABIDE BY THE REQUIREMENTS OF THE AMERICANS WITH DISABILITIES ACT OF 1990. CONTRACTOR AGREES TO NOT TO DISCRIMINATE IN ITS EMPLOYMENT PRACTICES, AND WILL RENDER SERVICES UNDER THIS AGREEMENT AND ANY CONTRACT ENTERED INTO AS A RESULT OF THIS AGREEMENT, WITHOUT REGARD TO RACE, COLOR, RELIGION, SEX, NATIONAL ORIGIN, VETERAN STATUS, POLITICAL AFFILIATION, OR DISABILITIES. ANY ACT OF DISCRIMINATION COMMITTED BY CONTRACTOR OR FAILURE TO COMPLY WITH THESE STATUTORY OBLIGATIONS WHEN APPLICABLE SHALL BE GROUNDS FOR TERMINATION OF THIS AGREEMENT AND ANY CONTRACT ENTERED INTO AS A RESULT OF THIS AGREEMENT.

RECOMMENDING APPROVAL:

STATE PURCHASING OFFICER/SUPERVISOR

APPROVED BY:

DENISE LEA  
DIRECTOR OF PURCHASING

|   |  |                                 |           |
|---|--|---------------------------------|-----------|
| SPECIAL TERMS AND CONDITIONS  |  | STATEWIDE COMPETITIVE CONTRACT  |           |
| NUMBER : 405918<br>T-NUMBER : 92125   |  | VENDOR: COCKLE PRINTING COMPANY | PAGE<br>2 |
| <p>1 PRICE REDUCTIONS. WHENEVER THERE IS A REDUCTION IN PRICE, WHICH IS LOWER THAN THE CONTRACT PRICE, OFFERED TO SIMILARLY SITUATED CUSTOMERS CONTRACTING FOR THE SAME PERIOD AND UNDER THE SAME TERMS AND CONDITIONS, SAID REDUCTION MUST BE PRESENTED DIRECTLY TO THE DIRECTOR OF STATE PURCHASING. NO PRICE REDUCTION ON A STATEWIDE CONTRACT MAY BE OFFERED TO AN AGENCY UNLESS THAT REDUCTION IS OFFERED TO ALL AGENCIES.</p> <p>2 AT THE OPTION OF THE STATE OF LOUISIANA AND ACCEPTANCE BY THE CONTRACTOR, THIS CONTRACT MAY BE EXTENDED FOR TWO ADDITIONAL TWELVE (12) MONTH PERIODS AT THE SAME PRICE, TERMS AND CONDITIONS. TOTAL CONTRACT TIME MAY NOT EXCEED THIRTY-SIX (36) MONTHS.</p> |  |                                 |           |

|                                     |   |                                 |      |            |                               |
|-------------------------------------|---|---------------------------------|------|------------|-------------------------------|
| PRICE SHEET                         |   | STATEWIDE COMPETITIVE CONTRACT  |      |            |                               |
| NUMBER : 405918<br>T-NUMBER : 92125 |   | VENDOR: COCKLE PRINTING COMPANY |      |            | PAGE<br>3                     |
| LINE<br>NO.                         | COMMODITY/SERVICE DESCRIPTION   | QUANTITY<br>FROM/TO             | UNIT | UNIT PRICE | DISCOUNT OFF<br>CATALOG PRICE |
| 00001                               | UNLESS SPECIFIED OTHERWISE BELOW:<br><br>SHIP TO:<br>STATEWIDE DELIVERY<br><br>COMMODITY CODE: 966-49-043390<br>PRINTING OF LEGAL BRIEFS<br>PER ATTACHED SPECIFICATIONS AND SPECIAL<br>CONDITIONS.<br>NO PRICE IS TO BE QUOTED TO THE RIGHT.<br>SEE ATTACHED PRICING PAGES. | 1                               | LOT  | N/A        |                               |

## **PRINTING OF LEGAL BRIEFS SPECIFICATIONS**

U.S. Supreme Court Briefs must be printed according to Rule 33 of the United States Supreme Court. Contractor must be familiar with the production and filing of legal briefs with the U.S. Supreme Court, and may be required to furnish such proof.

It shall be the contractor's responsibility to insure that finished booklets conform in every way to the current requirements of the United States Supreme Court.

**Trim Size:** 6-1/8" x 9-1/4"

**Stock:** Text - 60-lb. Opaque Offset, white  
Cover - 65-lb. No. 1 cover, uncoated, colors, 65-lb.

**Ink:** Black throughout.

**Copy:** Agency has the capability of providing copy either handwritten, typewritten, camera-ready, on diskette, via Internet E-mail, or via modem transfer.

Agency will also furnish hard copy (mail or fax) when copy is furnished electronically or on disk.

All typeset material is to be proofread by the compositor and be free from printer's errors. One set of proofs is required. The agency will accept fax proofs. Should additional proof(s) be required due to contractor's errors, such proofs shall be furnished at no additional charge.

**Alterations:** Author's alterations are changes made in the proof that are different than the original copy or previous proofs. Corrections or errors marked by the author due to typesetter's mistakes are printer's errors and not to be charged.

Author's alterations and any repagination necessitated by alterations shall be charged on a per page basis, and shall include one set of proofs.

**Base Price:** The base charges are per page, based on a quantity of 50 copies of a brief. This charge is to include either typesetting or data retrieval (if applicable), proofreading, one proof, paper stock, printing of text and cover, saddle stitching, and delivery of briefs.

These briefs contain a minimal number of blank pages. Only pages which contain printing will be counted to determine the number of pages. Each printed page, including the cover, will be counted as one (1) page. Blank pages necessary to complete a signature will not be included in the page count.

For quantities greater than 50, the base charge will apply, plus a charge per page per copy, up to 150 copies. A lesser charge per page per copy will be added for copies exceeding 150.

An additional charge per book will be allowed for perfect binding (books consisting of more than 80 pages, or if requested by agency).

Other additional charges as shown on price schedule may apply.

Legal Briefs  
Specifications (cont'd)

**Time of Delivery** - Production schedule for each brief will be mutually agreed upon between the contractor and the ordering agency.

Normal schedule includes providing proofs at rate of approximately 30 pages per day. After approval of final proofs, briefs are to be delivered within 3 days.

Requirements for shorter turnaround or jobs with short deadlines requiring typesetting of a large number of pages may require overtime charges. In such case, the contractor will notify the ordering agency of the estimated amount of overtime and get a written authorization to proceed. Overtime charges will be on an hourly basis.

Shipment of 40 copies of each brief shall be made F.O.B. destination (inside delivery) to the United States Supreme Court in Washington, DC. Other copies shall be mailed as specified by the ordering agency. Contractor shall provide an affidavit certifying the date and time briefs were mailed. All costs of shipping or mailing (up to 10 packages) are to be included in prices bid. A charge will be allowed for packages exceeding 10.

**Property of the State** - All art, film, negatives, diskettes, special plates and dies produced under this contract shall become the property of the State of Louisiana. Any furnished materials shall remain the property of the State of Louisiana. All such items and materials shall be delivered to the ordering agency in usable condition after completion of the work.

**Overruns and Underruns** - Under ordinary conditions, the State Purchasing Office will approve an overrun or an underrun not to exceed 10%.

**Packaging** - Contractor's standard inner packing is acceptable. Contractor's standard packaging must be of a text strength to withstand handling by freight lines without bursting or crushing. Contractor will be responsible for remaking any books damaged in shipment. All prices include the cost of preparing shipping bundles, packing and sealing shipping containers, and marking packages and shipping bundles or containers by printing, stenciling, or labeling. All materials which will be required, including shipping containers, are to be furnished by the contractor. The cost of such materials is included in the prices indicated.

Shipping containers and bundles shall not exceed 45 pounds when fully packed. Weight limitation may be exceeded to comply with specifications when a specific quantity per shipping container or bundle is ordered.

The label will contain the title of the book.

## PRICE SCHEDULE

|   |              |                    |
|---|--------------|--------------------|
| Base Price (50 copies), typesetting required  | <u>23.90</u> | Per page           |
| Base Price (50 copies), camera ready copy provided  | <u>10.90</u> | Per page           |
| Base Price (50 copies), copy furnished on disk, via Internet E-mail<br>or via modem   | <u>20.90</u> | Per page           |
| Add'l charge for quantities greater than 50<br>(Up to 150 copies)   | <u>.10</u>   | Per page, per copy |
| Add'l charge for quantities greater than 150  | <u>.07</u>   | Per page, per copy |
| Author's Alterations (price includes proof)   | <u>2.00</u>  | Per page           |
| Extra proofs (above those included in base price or alteration charge)  | <u>.50</u>   | Per page           |
| Squeezing - upcharge for squeezing copy on a page   | <u>3.00</u>  | Per page           |
| Pages "killed" (pages set up from initial copy, but discarded by author<br>prior to printing)   | <u>10.00</u> | Per page           |
| Upcharge for perfect binding  | <u>1.50</u>  | Per book           |
| Extra copies printed after initial run - Set-up charge<br>(per page per copy charge also applies- same charge as above<br>when more than 50 copies are initially printed) | <u>1.00</u>  | Per page           |
| Reproduction of exhibits (50 copies)  | <u>31.90</u> | Per page           |
| Reproduction of exhibits (50 copies) - oversize, requiring folding  | <u>34.90</u> | Per page           |
| Overtime  | <u>40.00</u> | Per hour           |
| Packaging & shipping (above the 10 packages included in base price)   | <u>3.00</u>  | Per pkg.           |

## PRINTING CONTRACT ORDER FORM

### LEGAL BRIEFS

Contract No.: 404844

Agency's Order No.: \_\_\_\_\_

Delivery Address:

Billing Address:

\_\_\_\_\_  
(Agency)

\_\_\_\_\_  
(Agency)

\_\_\_\_\_  
(Mailing address)

\_\_\_\_\_  
(Mailing address)

\_\_\_\_\_  
(City/State/Zip Code)

\_\_\_\_\_  
(City/State/Zip Code)

\_\_\_\_\_  
(Delivery contact person)

\_\_\_\_\_  
(Accounts Payable Contact)

**Name/Description of Item(s):** \_\_\_\_\_

\_\_\_\_\_

Quantity: \_\_\_\_\_

Additional  
information/instructions: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Desired delivery: \_\_\_\_\_

Agency contact for questions: \_\_\_\_\_

Phone: \_\_\_\_\_ Fax: \_\_\_\_\_ Email: \_\_\_\_\_

**Approving Authority:**

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date